

Bid Title: Sale of Real Property at Northwest Corner of Magnolia Drive and Miccosukee Road
Bid No: BC-
Bid Deadline: Thursday, August __, 2003, at 2:00 PM
Location: Purchasing Division, 2284 Miccosukee Road, Tallahassee, Florida 32308

SECTION 1 - NOTICES/INSTRUCTIONS TO BIDDERS

INTRODUCTION

Pursuant to the provisions of Florida Statute 125.35, the Leon County Board of County Commissioners (the "Board") will be receiving sealed bids for the purchase and development of real property located at the northwest corner of Magnolia Drive and Miccosukee Road, City of Tallahassee, County of Leon, State of Florida, containing approximately 32,234 sq. ft. of land (0.74 acres). The property is currently improved with a stormwater management facility, and the Board will be reserving a perpetual easement for the retention of stormwater at a minimum capacity of 0.33 acre-feet of treatment volume and a total storage volume of 2.52 acre-feet including attenuation as permitted for the Miccosukee Road Widening Project. Bidders are to be advised that the sale will be subject to various conditions.

INSTRUCTIONS TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

*Bid No: BC-
Board of County Commissioners
Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
4. Questions pertaining to bid procedures or regarding the specifications should be addressed to Keith Roberts at PHONE (850) 488-6949; FAX (850) 922-4084; E-mail keith@mail.co.leon.fl.us. Written inquiries are preferred.

Bidders, their agents and/or associates shall refrain from contacting or soliciting any County official regarding this Invitation for Bids during the selection process. Failure to comply with this provision may result in disqualification of the Bidder, at the option of the Board. Only the individuals listed above paragraph C of this proposal shall be contacted. Failure to follow the instructions in the Invitation for Bids may be cause for rejection of offer. The Board reserves the right to reject any or all responses.

5. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder. No award will be made or implied at this time.
6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 488-6949 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

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7. **REJECTION OF BIDS:** The Board reserves the right to reject any and/or all bids when such rejection is in the best interest of Leon County.
8. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written or telegraphic request received from Vendors prior to the time fixed for opening. Negligence on the part of the Vendor in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.
9. The Board will not be responsible, under any circumstances, for any bid preparation costs incurred by any bidder other than those costs specifically addressed in the contract between the Board and the successful bidder.
10. **ETHICAL BUSINESS PRACTICES:**
 - A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
 - B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
 - C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT

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SECTION 2 - GENERAL INFORMATION

PROPERTY INFORMATION

Pursuant to Florida Statute 125.35, the Board will be receiving sealed bids for the purchase and development of real property located at the northwest corner of Magnolia Drive and Miccosukee Road, City of Tallahassee, County of Leon, State of Florida, containing approximately 32,234 sq. ft. of land, or 0.74 acres (the "Property"). The Property is currently improved with a stormwater management facility, and the Board will be reserving a perpetual easement for the retention of stormwater at a minimum capacity of 0.33 acre-feet of treatment volume and a total storage volume of 2.52 acre-feet including attenuation as permitted for the Miccosukee Road Widening Project. The Bidder will be required to indicate on the Bid Form the intended use to be developed on the Property and the Board, in awarding the bid, may take into consideration the compatibility of the various uses proposed for the Property with the surrounding neighborhood.

In addition, the Purchaser will have the following obligations:

1. Purchaser shall, within two (2) years of the Closing Date, construct the improvements consistent with the use indicated on the Bid Form submitted by Purchaser in its bid to purchase the Property.
2. Purchaser shall design, construct and maintain, in perpetuity, at Purchaser's sole cost and expense, a stormwater retention facility underneath the Property upon the earlier of: (i) the completion and opening for business of Purchaser's intended use for the Property, or (ii) two (2) years from the Closing Date, subject to events of force majeure. Within thirty (30) days of the date of execution of the Purchase and Sale Agreement, Purchaser shall cause to be prepared conceptual drawings and a development plan reasonably necessary to document the design and construction of the underground stormwater retention facility for the Board's reasonable review and approval. Purchaser and the Board shall execute and record a perpetual maintenance agreement against the Property at Closing to document the Purchaser's obligation to maintain the stormwater retention facility in perpetuity.

The Board is seeking the highest and best bidder for purchase and development of the property. The Board reserves the right to reject any and/or all bids in the best interest of Leon County.

By submission of a bid, Bidders agree, if selected as the successful Bidder, to forthwith enter into a purchase and sale agreement with the Board in a form substantially similar to the Agreement to Purchase and Sell Real Estate attached hereto.

REAL ESTATE BROKERS

Brokers are welcome. The bid may be awarded, however, based on the highest net proceeds and shortest time to close. Licensed real estate salespersons or brokers must submit a copy of their real estate license(s).

TITLE

The Board owns the Property in fee simple and will convey the Property utilizing the County Deed provided for in Section 125.411, Florida Statutes, governing conveyance of land by the County. The Board, however, will be reserving a perpetual easement for the retention of stormwater at a minimum capacity of 0.33 acre-feet of treatment volume and a total storage volume of 2.52 acre-feet including attenuation as permitted for the Miccosukee Road Widening Project. The Purchaser will also be required to enter into a perpetual maintenance agreement with the Board and record it against the Property at Closing to document the Purchaser's obligation to maintain the stormwater retention facility in perpetuity. There are no mortgages, leases, or other encumbrances other than property taxes on the property. The

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County does not warrant title beyond the scope of the County's ownership. It will be the responsibility of the Purchaser to research and verify any information regarding the property prior to entering into a sales contract. The County will not accept bids with any contingencies beyond those outlined herein.

The purchaser is advised to obtain title insurance and a survey for the property. The purchaser may utilize any title and survey company desired. The Board shall have 60 days after being notified of any title defects to remedy any title defects listed on the title commitment. If said defects are not cleared, the Bidder may void the contract and received a full refund of the earnest money deposit.

CONTRACT APPROVAL

The sale is contingent upon approval and execution by the board of the Agreement to Purchase and Sell Real Estate (the "Agreement") in a form substantially similar to that attached hereto. Within three (3) business days after execution of the Agreement, the Purchaser will be required to deliver a deposit with an Escrow Agent in an amount equal to ten (10%) percent of the purchase price. The time frames required for development of the Property are outlined in the attached Agreement.

BID CHECKLIST

Please submit the items on the following list and any other items required by any section of this Invitation for Bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this Invitation for Bids.

_____ Completed Bid Form with Manual Signature

_____ Real estate licenses, if applicable

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BID FORM

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

The undersigned proposes to purchase the real property offered and described in Leon County solicitation number BC-_____ at the bid amount specified below:

Proposed Purchase Price of Real Property at Northwest Corner of Magnolia Drive and Miccosukee Road (the "Property"):

\$ _____
(Numeric format)

_____ dollars and _____ cents
(word format)

Proposed Use of the Property (be as specific as possible): _____

CERTIFICATION OF BIDDER

In response to the Invitation for Bids, I, the undersigned representative of the named Bidder, hereby certify and represent as follows:

1. That I have read and examined the Invitation for Bids in full and all attachments thereto, and that I have satisfied myself with respect to any questions I have regarding the Invitation for Bids; and
2. That I am duly authorized by the named Bidder to execute the bid and associated contract intending to bind the Bidder to the Board of County Commissioners as stated in those documents; and
3. That, if awarded the successful bid, the Bidder will reasonably negotiate with the Board to enter into an Agreement to Purchase and Sell Real Estate in a form substantially similar to that attached hereto.

BY

(Firm/Bidder Name)

(Signature of Authorized Representative)

(Printed or Typed Name)

ADDRESS

TELEPHONE #

FAX #